

## **Exhibit K**

# Exhibit Rules and Regulations

The following Rules and Regulations are expressly incorporated as part of this Agreement. Exhibitors, their officers, employees, and agents agree to abide and be bound by these Rules and Regulations.

1. **Eligibility to Exhibit** — Companies with an intended business interest in reaching reproductive health care professionals, including NAF provider members, are invited to participate in the National Abortion Federation's (NAF) Annual Meeting.

2. Exhibitor expressly acknowledges NAF's right to accept or reject applications for exhibit space for any reason, including (without limitation) at NAF's sole discretion, that the proposed exhibit or the exhibitor's business, products, services, or performance in the field are not consistent with NAF's purposes and objectives. NAF also reserves the right to request further information from any Exhibitor and/or persons or entities that have done business with Exhibitor in order to evaluate its application. Exhibitor expressly agrees to provide further information promptly if requested by NAF.

3. Refunds of the application fee and/or exhibit fee are made only as follows: the full amount of the exhibit fee will be refunded if the application is not accepted. A \$100.00 service charge will be deducted from each refund requested before March 16, 2015. No refunds will be made after March 16, 2015.

4. Arrangements for shipment of materials and equipment and other set up requirements are at the Exhibitor's sole expense.

5. **Use of Space** — No Exhibitor shall assign, sublet, or share the space allotted without the advance knowledge and consent of NAF. Exhibitors must show only products provided by them in the regular course of their business. All demonstrations or other sales and promotional activities must be confined to the limits of each exhibitor's contracted exhibit space. Assigned areas of the conference venue remain strictly under control of NAF and signage, banners, or other advertising materials shall not be displayed. It is the Exhibitor's responsibility to bring a display that fits within the contracted space.

6. For the integrity of the tradeshow, all exhibits must be fully erected by 5:00 pm on Sunday, April 19. No exhibit shall be dismantled prior to 5:00 pm on Tuesday, April 21. Exhibits not installed by 5:00 pm on Sunday, April 19, may forfeit space at the exhibitor's expense. NAF reserves the right to make changes to the Exhibit dates and hours stated. NAF will inform each Exhibitor in advance if such schedule changes are made.

7. **Care of Premises & Compliance/Exhibit Facility Regulations** — No part of the exhibit nor signs or other materials may be posted, nailed or otherwise affixed to walls, doors, or other surfaces in a way that might mar or deface the premises or exhibit furnishings. Nothing may be rigged, suspended from, or attached to any HVAC/Refrigeration/Baltimore mechanical system. Damage from failure to observe this notice is payable by the Exhibitor.

8. All Exhibiting company representatives must be registered for the NAF Annual Meeting, and must wear identifying badges as requested by NAF. Such identification will be required to gain entry to the exhibit area and all meeting rooms. Exhibiting companies are limited to two (2) additional representatives per 8' x 8' exhibit booth.

9. Exhibitors shall comply fully with all applicable national, state, county, city, hotel, fire and safety regulations, and any relevant labor contracts as well as any further rules and regulations NAF adopts.

10. Security will be provided by NAF for the conference period, including set up and dismantling. However, NAF makes no warranties and Exhibitors are responsible for any loss, damage, or injury to their exhibits, other property, or persons and/or any claims in any way arising out of their exhibiting at the Annual Meeting. Exhibitors expressly release NAF from any such responsibility or liability.

11. All insurance, including (without limitation) business interruption and public liability coverage are the sole responsibility of the Exhibitor. NAF does not maintain insurance covering Exhibitors, and Exhibitors expressly release NAF from any such responsibility or liability.

12. The Exhibitor agrees to indemnify and hold NAF harmless for any claims for loss, damage, or injury, including reasonable attorneys' fees, connected with the Exhibitor's exhibit at the Annual Meeting and expressly releases NAF from any such responsibility or liability.

13. Photography of exhibits by anyone other than NAF or the assigned Exhibitor of the space being photographed is strictly prohibited.

14. Exhibitor agrees to display and/or represent their products and/or services in a dignified and decorous manner. Any display or conduct that, at NAF's sole discretion, is not in keeping with the general decorum of the Annual Meeting and/or purposes and objectives of NAF, is grounds for removal of the exhibit, by the Exhibitor, at the Exhibitor's expense, promptly upon notification by NAF. Prohibited activities by Exhibitors include, but are not limited to, any conduct or advertising devices of any kind that annoy, disturb, or in any way interfere with other exhibits.

15. Exhibitor agrees to identify, display, and/or represent their businesses, products, and/or services truthfully, accurately, and consistently with the information provided in the Application. Any display, conduct, or offer of any information of any kind that, at NAF's sole discretion, is determined to be incomplete, inaccurate, misleading, or inconsistent with the information provided in this Application is grounds for cancellation of this Agreement and/or removal of the exhibit by the Exhibitor, at the Exhibitor's expense, promptly upon notification from NAF. Exhibitor staff who purchase an educational pass to attend educational content are not to engage in promotional activities within the CME activity or in any space outside the exhibit hall.

16. No refunds of fees will be made in the case of cancellations or removal of exhibits pursuant to paragraphs 14 and 15 of these Rules and Regulations. Additionally, Exhibitors agree to reimburse NAF for all costs incurred by NAF, including reasonable attorneys' fees, in handling or responding to any violations of any provision of this entire Agreement.

17. In connection with NAF's Annual Meeting, Exhibitor understands that any information NAF may furnish is confidential and not available to the public. Exhibitor agrees that all written information provided by NAF, or any information which is disclosed orally or visually to Exhibitor, or any other exhibitor or attendee, will be used solely in conjunction with Exhibitor's business and will be made available only to Exhibitor's officers, employees, and agents. Unless authorized in writing by NAF, all information is confidential and should not be disclosed to any other individual or third parties.

18. It is further understood and agreed by Exhibitor that no failure or delay by NAF in exercising any right, power, or privilege hereunder shall operate as a waiver hereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power, or privilege hereunder. Exhibitor also understands and agrees that monetary damages would not be a sufficient remedy for any breach of this agreement by Exhibitor or Exhibitor's officers, employees, or agents and that NAF will be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be exclusive remedies for breach of this Agreement by Exhibitor or Exhibitor's officers, employees, or agents, but shall be in addition to all other remedies available at law or equity.

19. By signing this Agreement, the Exhibitor affirms that all information contained herein, contained in any past and future correspondence with either NAF and/or in any publication, advertisements, and/or exhibits displayed at, or in connection with, NAF's Annual Meeting, is truthful, accurate, complete, and not misleading.

20. Changes in the information provided to NAF are permitted only upon NAF's written approval. Exhibitor agrees to notify NAF of any such proposed changes at least 10 days prior to the commencement of the exhibit. NAF, at its sole discretion, may cancel this agreement, if (1) NAF does not approve the changes or (2) notification of the changes is less than 10 days before the exhibit.

I agree to comply with Exhibitor Rules and Regulations 1-20. I also agree to hold in trust and confidence any confidential information received in the course of exhibiting at the NAF Annual Meeting and agree not to reproduce or disclose confidential information without express permission from NAF. Violation of this paragraph could result in civil and/or criminal penalties.

Company Name: BioMax Procurement Services

Signature: [Signature]

Print Name: Susan Tennenbaum

Title: C.E.O.

Date: 3-25-15

Submit contract and payment or payment information by mail or fax to:

National Abortion Federation  
Attn: [Redacted]  
1660 L Street, NW, Suite 450  
Washington, DC 20036  
Phone: 202 667 5881 [Redacted]  
Fax: 202 667 5890

ACCEPTED: NATIONAL ABORTION FEDERATION

Signature: [Redacted]

Print Name: [Redacted]

Title: Group Purchasing Manager

Date: [Redacted]

Exhibit Assignment: [Redacted]



NATIONAL ABORTION FEDERATION  
WRITTEN AGREEMENT FOR COMMERCIAL SUPPORT

The National Abortion Federation (NAF) is accredited by the Accreditation Council for Continuing Medical Education (ACCME) to provide continuing medical education (CME) credits for our educational activities. As an Accredited Provider, NAF is committed to presenting CME activities that promote improvements or quality in healthcare and are independent of the control of commercial interests. As part of this commitment, NAF has outlined in this written agreement the terms, conditions, and purposes of commercial support for our CME activities. Commercial Support is defined as financial, or in-kind, contributions given by a Commercial Interest, which is used to pay all or part of the costs of a CME activity. The ACCME defines a Commercial Interest as "any proprietary entity producing health care goods or services, with the exemption of non-profit or government organizations and non-health care related companies." The ACCME does not consider providers of clinical services directly to patients to be commercial interests.

Title of CME Activity		2015 Annual Meeting and related workshops, seminars, and auxiliary meetings	
Activity Location	Baltimore, MD	Activity Date	April 18-21, 2015
Name of Commercial Interest			
BioMax Procurement			
Amount of Educational Grant Support (direct or in-kind)			
Amount of General Support (direct or in-kind)		\$1900	
Support will be used for the following:			
Speaker Honoraria	Speaker Expenses (itemize)	Meeting Expenses (itemize)	Other (list)
		\$1900 Exhibit booth	

## TERMS, CONDITIONS, AND PURPOSES

### Independence

1. This activity is for scientific and educational purposes only and will not promote any specific proprietary business interest of the Commercial Interest.
2. The Accredited Provider is responsible for all decisions regarding the identification of educational needs, determination of educational objectives, selection and presentation of content, selection of all persons and organizations that will be in a position to control the content of the CME, selection of education methods, and the evaluation of the activity.

### Appropriate Use of Commercial Support

3. The Accredited Provider will make all decisions regarding the disposition and disbursement of the funds from the Commercial Interest.
4. The Commercial Interest will not require the Accredited Provider to accept advice or services concerning teachers, authors, or participants or other education matters, including content, as conditions of receiving this grant.
5. All commercial support associated with this activity will be given with the full knowledge and approval of the Accredited Provider. No other payments shall be given to the director of the activity, planning committee members, teachers or authors, joint sponsor, or any others involved with the supported activity.
6. The Accredited Provider will upon request, furnish the Commercial Interest documentation detailing the receipt and expenditure of the commercial support.

### Commercial Promotion

7. Product-promotion material or product-specific advertisement of any type is prohibited in or during the CME activity. The juxtaposition of editorial and advertising material on the same products or subjects is not allowed. Live or enduring promotional activities must be kept separate from the CME activity. Promotional materials cannot be displayed or distributed in the education space immediately before, during or after a CME activity. Commercial Interests may not engage in sales or promotional activities while in the space or place of the CME activity.
8. The Commercial Interest may not be the agent providing the CME activity to the learners.

### Disclosure

9. The Accredited Provider will ensure that the source of support from the Commercial Interest, either direct or "in-kind," is disclosed to the participants, in program brochures, syllabi, and other program materials, and at the time of the activity. This disclosure will not include the use of a trade name or a product-group message. The acknowledgment of commercial support may state the name, mission, and clinical involvement of the company or institution and may include corporate logos and slogans, if they are not product promotional in nature.

The Commercial Supporter and NAF agree to abide by all requirements of the Accreditation Council for Continuing Medical Education (ACCME) *Standards for Commercial Support of Continuing Medical Education* (appended).

Name of Accredited Provider National Abortion Federation

Tax ID Number

Contact Person

Email

Address

Phone Number (202) 667-5881

Fax Number (202) 667-5890

Name of Commercial Interest

Contact Person BioMax Procurement

Email procurement@biomaxps.com

Phone Number 562-281-5041

Fax Number

Tax ID Number

Educational Partner (if applicable)

Address

City, State, Zip

Contact Person

Email

Phone Number

Address

Fax Number

AGREED BY AUTHORIZED REPRESENTATIVES

Commercial Interest

Signature and Date

Robert Sarkis

Print Name

Procurement Manager

Title

Accredited Provider

Print Name

Title

Educational Partner (If applicable)

Signature and Date

Print Name

Title